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Attorneys for Respondents

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

BRENDA MEZA,)	Case No. 5:18-cv-02708-BLF
)	
Petitioner,)	STIPULATION OF SETTLEMENT OF EAJA
)	MOTION; PROPOSED ORDER
v.)	
)	
ERIK BONNAR, et al.,)	
)	
Respondents.)	

IT IS HEREBY STIPULATED by and between the undersigned Petitioner and Respondents, by and through their respective attorneys, as follows:

1. The parties wish to settle and resolve Petitioner's request for attorneys' fees and costs pursuant to the Equal Access to Justice Act ("EAJA"), 28 U.S.C. § 2412, in the above-captioned matter by entering into this Stipulation and thereby avoiding any additional time, expense, and risk of litigation as to the propriety and amount of any award of attorneys' fees and costs under EAJA. The parties acknowledge that this Stipulation (i) disposes of any and all claims and issues that Petitioner may raise against Respondents under EAJA, (ii) fully binds the parties and their successors, and (iii) settles and resolves all of Petitioner's claims for attorneys' fees and costs.

2. Respondents shall pay \$37,500 (thirty-seven thousand five-hundred dollars and zero cents) to Petitioner, through counsel, in full and complete satisfaction of Petitioner's claims for

1 attorneys' fees, costs, and litigation expenses under the EAJA in the above-captioned matter. This
2 payment shall constitute full and final satisfaction of any and all of Petitioner's claims for attorneys'
3 fees, costs, and litigation expenses in the above-captioned matter, and is inclusive of any interest.
4 Payment of this money will be made by electronic funds transfer to Petitioner's counsel promptly after
5 execution of this Stipulation and after receipt of necessary information from Petitioner in order to
6 effectuate the payment. Respondents will make all reasonable efforts to make payment within sixty (60)
7 days of the date that Petitioner's counsel provides the necessary information for the electronic funds
8 transfer and this Stipulation is executed, whichever is later, but cannot guarantee payment within that
9 time frame.

10 3. Upon the execution of this Stipulation, Petitioner hereby releases and forever discharges
11 Respondents, its successors, the United States of America, and any department, agency, or establishment
12 of the United States, and any officers, employees, agents, successors, or assigns of such department,
13 agency, or establishment, from any and all claims and issues that Petitioner asserts or could have
14 asserted in this litigation, or which hereafter could be asserted by reason of, or with respect to, or in
15 connection with, or which arise out of, all past, present, or future claims for attorneys' fees, costs, or
16 litigation expenses in connection with the above-captioned litigation.

17 4. In consideration of the payment of the settlement amount and the other terms of this
18 Stipulation, Petitioner shall immediately upon execution of this Stipulation also execute a Stipulation of
19 Dismissal, a copy of which is attached hereto as Exhibit A. The Stipulation of Dismissal shall dismiss,
20 with prejudice, all claims asserted in this action, or that could have been asserted in this action. The
21 fully executed Stipulation of Dismissal will be held by Respondents' attorney and will be filed with the
22 Court within five (5) business days of receipt by Petitioner's attorney of the settlement amount.

23 5. The parties acknowledge that this Stipulation is entered into solely for the purpose of
24 settling and compromising any remaining claims in this action without further litigation, and it shall not
25 be construed as evidence or as an admission on the part of Respondents, the United States, its agents,
26 servants, or employees regarding any issue of law or fact, or regarding the truth or validity of any
27 allegation or claim raised in this action, or as evidence or as an admission by the Respondents regarding
28 Petitioner's entitlement to or eligibility for attorneys' fees, costs, or other litigation expenses under

1 EAJA. This Stipulation shall not be used in any manner to establish liability for fees or costs in any
2 other case or proceeding involving Respondents.

3 6. Nothing in this Stipulation waives or modifies federal, state, or local law pertaining to
4 taxes, offsets, levies, and liens that may apply to this Stipulation or the settlement proceeds, and
5 Petitioner is executing this Stipulation without reliance on any representation by Respondents as to the
6 application of any such law.

7 7. This Stipulation is binding upon and inures to the benefit of the parties hereto and their
8 respective successors and assigns.

9 8. If any provision of this Stipulation shall be held invalid, illegal, or unenforceable, the
10 validity, legality, and enforceability of the remaining provisions shall not in any way be affected or
11 impaired thereby.

12 9. This Stipulation shall constitute the entire agreement between the parties, and it is
13 expressly understood and agreed that this Stipulation has been freely and voluntarily entered into by the
14 parties hereto. The parties further acknowledge that no warranties or representations have been made on
15 any subject other than as set forth in this Stipulation.


16 10. The persons signing this Stipulation warrant and represent that they possess full authority
17 to bind the persons on whose behalf they are signing to the terms of the Stipulation.

18 11. This Stipulation may not be altered, modified or otherwise changed in any respect except
19 in writing, duly executed by all of the parties or their authorized representatives.

20 12. It is contemplated that this Stipulation may be executed in several counterparts, with a
21 separate signature page for each party. All such counterparts and signature pages, together, shall be
22 deemed to be one document.

23
24 IT IS SO STIPULATED.


1 DATED: 02/09/2024


JOHNNY SINODIS
MARC VAN DER HOUT
Attorneys for Petitioner

5 ISMAIL J. RAMSEY
United States Attorney

7 DATED: 2/8/2024

By:


SAPNA MEHTA
Assistant United States Attorney
Attorney for Respondents

11 IT IS SO ORDERED.

13 DATED: February 9, 2024


THE HON. BETH LABSON FREEMAN
United States District Judge

EXHIBIT A

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Attorneys for Respondents

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN JOSE DIVISION

BRENDA MEZA,)	Case No. 5:18-cv-02708-BLF
)	
Petitioner,)	STIPULATION OF DISMISSAL
)	
v.)	
)	
ERIK BONNAR, et al.,)	
)	
Respondents.)	

The agreed upon payment of \$37,500 having been paid to Petitioner, through counsel, Petitioner and Respondents, by and through their respective undersigned counsel, hereby stipulate to the dismissal of this action in its entirety with prejudice, pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure and the Stipulation of Settlement entered into by the parties to this action.

DATED:

Respectfully submitted,

ISMAIL J. RAMSEY
 United States Attorney

SAPNA MEHTA
 Assistant United States Attorney

Attorneys for Respondents

1
2 DATED:

VAN DER HOUT LLP

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4 JOHNNY SINODIS
5 MARC VAN DER HOUT
6 Attorneys for Petitioner

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8 **ATTESTATION**

9 In compliance with Civil L.R. 5-1(i)(3), I attest that I have obtained concurrence in the filing of
10 this document from each of the other signatories.

11 Dated:

By:

12 SAPNA MEHTA
13 Assistant United States Attorney
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